



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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CALVIN C. REMINGTON
Interim Chief Probation Officer


February 2, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 February 2, 2016


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF AN OPERATIONAL AGREEMENT WITH THE SEVEN (7) REGIONAL CENTERS WITHIN THE COUNTY OF LOS ANGELES

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

The County of Los Angeles Probation Department (Probation) requests that your Board authorize the Acting Chief Probation Officer to enter into an Operational Agreement (Agreement) with the seven (7) Regional Centers (RCs) within the County of Los Angeles to provide coordinated services to children and adults with developmental disabilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Acting Chief Probation Officer to prepare and execute an Agreement, substantially similar to Attachment 1, with the County of Los Angeles Department of Children and Family Services (DCFS), County of Los Angeles Department of Mental Health (DMH), and the seven (7) State-contracted individual nonprofit RCs within the County of Los Angeles: Eastern Los Angeles Regional Center, Frank D. Lanterman Regional Center, Harbor Regional Center, North Los Angeles County Regional Center, San Gabriel/Pomona Regional Center, South Central Los Angeles Regional Center, and Westside Regional Center, to continue providing coordinated services to children and adults with developmental disabilities.

2. Delegate authority to the Acting Chief Probation Officer to execute any amendments, related documents, or extensions to the Agreement, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to authorize the Acting Chief Probation Officer to prepare and execute the Agreement with DCFS, DMH, and the RCs to continue providing coordinated services to children and adults with developmental disabilities. The Agreement defines and confirms the roles and responsibilities of Probation, DCFS, DMH, and the RCs to work together to continue coordinated services that help improve the lives of residents with developmental disabilities in the County of Los Angeles. Probation, DCFS, DMH (collectively referred to as County Departments) and RCs are committed to continue working collaboratively to enhance communication and effectiveness for a responsive, appropriate, and high quality service.

Resources will be optimally utilized in the most cost-effective, innovative, and beneficial manner. County Departments and RCs will continually focus on joint, as well as individual, administrative, and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of individuals and families. Efforts will be made to involve families with coordinated and comprehensive information, services, and resources from County Departments and RCs.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

This is a non-financial Agreement and there is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In March 2005, State and County representatives met to discuss how to better serve Regional Center clients. As a result, an agreement was developed to define and confirm the roles and responsibilities of the seven (7) RCs and County Departments for working together to provide coordinated services that help improve the lives of residents with developmental disabilities in the County of Los Angeles. County Departments and the RCs were committed to working collaboratively to enhance communication and effectiveness for a responsive, appropriate, and high quality service.

On March 29, 2005, your Board approved the Agreement between Probation, the Chief Administrative Office (CAO), DCFS, DMH, and the seven (7) RCs. The purpose of the

Agreement was to provide coordinated services to children and adults with developmental disabilities.

On August 12, 2014, your Board approved Probation's request to enter into an agreement between DCFS, DMH, and the seven (7) State-contracted individual nonprofit RCs within the County of Los Angeles: Eastern Los Angeles Regional Center, Frank D. Lanterman Regional Center, Harbor Regional Center, North Los Angeles County Regional Center, San Gabriel/Pomona Regional Center, South Central Los Angeles Regional Center, and Westside Regional Center, to continue providing coordinated services to children and adults with developmental disabilities. The agreement approved by your Board included provisions for indemnification and insurance requirements for the RCs.

Subsequent to your Board's approval, agreement discussions between Probation and RCs reached an impasse in that the RCs would not agree to the indemnity and insurance requirement provisions. However, under the law, the RCs are already mandated to provide a certain level of services independent of any agreement between the County Departments and the RCs. Here, the Agreement actually calls for the RCs to provide an enhanced level of services at no charge to the County Departments.

Probation requests authority to proceed with the Agreement, which does not include indemnity and insurance requirement provisions, so that the County Departments and RCs can continue to provide coordinated services to individuals with developmental disabilities in the County of Los Angeles.

The term of the proposed Agreement shall be for fiscal year 2015-2016 and shall be automatically renewed for successive fiscal year periods upon approval of Probation, DCFS, DMH, and the RCs. The Agreement can be renegotiated and amended at any time by mutual consent of all parties. The Agreement can also be terminated without cause, provided that written notice is given to all parties at least thirty (30) days in advance.

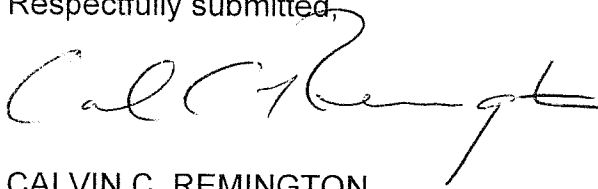
The proposed Agreement has been reviewed and approved as to form by County Counsel. CEO Risk Management has reviewed and approved the proposed Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The proposed Agreement will provide more effectively coordinated services for the County of Los Angeles.

The Honorable Board of Supervisors
February 2, 2016
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Calvin C. Remington". The signature is fluid and cursive, with a long horizontal stroke at the end.

CALVIN C. REMINGTON
Interim Chief Probation Officer

CCR:TH:cc

Enclosure

c: Executive Officer
Chief Executive Office
County Counsel



OPERATIONAL AGREEMENT

BETWEEN

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

AND

**COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH**

WITH

THE REGIONAL CENTERS IN LOS ANGELES COUNTY

FISCAL YEAR – 2015-2016

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I. PURPOSE

This Operational Agreement (Agreement) is entered into by the County of Los Angeles Probation Department (Probation), Department of Children and Family Services (DCFS), and the Department of Mental Health (DMH), hereinafter referred to as "County Departments," and the Regional Centers¹ (RCs) in Los Angeles County, which include Eastern Los Angeles Regional Center, Frank D. Lanterman Regional Center, Harbor Regional Center, North Los Angeles County Regional Center, San Gabriel/Pomona Regional Center, South Central Los Angeles Regional Center, and Westside Regional Center. The purpose of this Agreement is to define and confirm the roles and responsibilities of the County Departments and RCs to work together to provide coordinated services that help improve the lives of residents in the County of Los Angeles with developmental disabilities.

As used in this Agreement and in accordance with Welfare and Institutions Code section 4512, subdivision (a):

"Developmental disability" means a disability that originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. As defined by the Director of Developmental Services, in consultation with the Superintendent of Public Instruction, this term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature."

County Departments and the RCs are committing to work collaboratively to enhance communication and organizational effectiveness to provide responsive, appropriate, and high quality services to persons with developmental disabilities that help achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness. County Departments and the RCs will collaborate with families and communities in support of delivering services that are strength based, family focused, culturally competent, and tailored to address the unique and individual needs of persons with the developmental disability and their families.

¹Regional centers are nonprofit private corporations that contract with the California Department of Developmental Services to provide or coordinate services and supports for individuals with developmental disabilities. They have offices throughout California to provide a local resource to help find and access the many services available to individuals and their families.

County Departments and RCs are committed to supporting the optimal utilization of available resources in the most cost-effective, innovative, and beneficial manner. County Departments, RCs, and their partners will continually focus on administrative and operational enhancements to improve the sharing of information consistent with state and federal privacy and confidentiality protections, optimize resources, and assure best practices. Efforts will be made to involve families in the process of determining service plans and to proactively provide families with coordinated and comprehensive information, services, and resources.

II. TERM AND TERMINATION OF AGREEMENT

This Agreement shall be effective upon the date it is signed by the parties and, unless terminated earlier as otherwise provided herein, shall continue in full force and effect through fiscal year 2015-2016. Thereafter, this Agreement shall be automatically renewed for successive fiscal year periods. Any party may terminate this Agreement without cause, provided that written notice is given to all parties at least thirty (30) days in advance.

III. CHANGES AND AMENDMENT

Each party reserves the right to change, through negotiation with all other parties, any portion of this Agreement including amendment of the roles and responsibilities provisions. Any such changes or amendments shall be approved by all parties to this Agreement.

IV. ROLES AND RESPONSIBILITIES

The roles and responsibilities of DCFS, Probation, and RCs under this Agreement are set forth in Appendix A. The roles and responsibilities of DMH and RCs are set forth in a Memorandum of Understanding (MOU) executed on June 30, 1999, and amended on June 16, 2000, attached hereto as Appendix B.

DCFS, Probation, DMH and RCs will each assign a liaison (Liasion) and provide annual training and consultation to each other's staff on the County Departments' and RC's respective structure, including the available services and specialized programs within each County Department or RC. Liaisons will meet as needed, on at least an annual basis to:

- A. Develop and implement resource development plans, which may include recruitment of potential residential providers that have experience serving children and adults with development disabilities;
- B. Review the effectiveness of interagency collaboration;
- C. Address any outstanding issues between the agencies; and

- D. Establish the direction and priorities for ongoing collaboration efforts between the agencies.

When a dispute arises regarding a client's individual case, every attempt shall be made to resolve local disputes at the lowest administrative level. The case shall be referred immediately to the applicable County Department's or Departments' Liaison(s) and the RC's Liaison, or designee, for resolution within fifteen (15) days. When resolution is not reached at the County Departments and RCs Liaison level, the case shall be referred to the Director(s) of the County Department(s) and RCs.

The Directors of the County Departments, or their designee, shall be responsible for monitoring implementation of this Agreement and coordinating the development and execution of any necessary changes and/or amendments to the Agreement, as well as facilitating the semi-annual and annual meetings required by this section and Appendix A under the Liaison Function item two (2) and three (3).

V. COST AND EXPENDITURES

Participating County Departments and RC personnel will carry out designated functions as described in Appendices A and B at their own expense, including salaries and benefits, local transportation, and materials. Cross training will be provided by each County Department and RCs and allow for cross training as described in Appendices A and B.

VI. SHARING AND PROTECTION OF CONFIDENTIAL INFORMATION

The County Departments and RCs acknowledge and agree that they may have obligations under state and/or federal laws that impose on that party restrictions with respect to the sharing of certain information and/or records, including such laws as Welfare and Institutions Code Section 827, Welfare and Institutions Code Section 5328 et. seq., and the Health Insurance Portability and Accountability. All records and information obtained by employees of the County Departments and the RCs in their work belongs to the respective County Departments and RCs they represent. County Departments and the RCs agree to protect confidential and privileged information as required by applicable law.

Each County Department and the RCs must require staff to adhere to all applicable laws and policies regarding confidentiality, and shall require that staff be trained and qualified to provide one of the services listed in Welfare and Institutions Code Section 18951. Each staff person must acknowledge that the information and/or records received in the course of providing services are confidential and that he/she will maintain their confidentiality as required by law. Specific information can be shared through documents obtained with respective

County Departments and RCs and/or interdisciplinary staffing review meetings to the extent permitted by law, as described in the roles and responsibilities (Appendices A and B of this Agreement.) Everything that is legally allowed is considered part of the Juvenile Court Record and is therefore subject to disclosure under WIC Section 827.

VII. APPENDICES

Appendix A - County of Los Angeles and Regional Centers Operational Agreement

Appendix B - Memorandum of Understanding (MOU) between DMH and RCs

Appendix C - Glossary of Terms

Appendix D1 - 34 Code of Federal Regulations Part 303 Regulations for the Early Intervention Program for Infants and Toddlers with Disabilities

Appendix D2 - Public Law 105-17 Individuals with Disabilities Education Act Part C - Infants and Toddlers with Disabilities

Appendix E - The Lanterman Developmental Disabilities Services Act Fact Sheet

VIII. OPERATIONAL AGREEMENT

In witness whereof, we, the Authorized Officers of the respective County Departments and RCs below, do hereby agree to the terms of and cause the Agreement between the County and the RCs to be effective upon execution of this Agreement. This Agreement provides clarification of the roles and responsibilities of the parties and confirms their commitment to deliver efficient, effective, and coordinated services to children and adults that support achievement of desired outcomes.

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IN WITNESS WHEREOF, the authorized officers of the parties hereto have authorized this Agreement executed and entered into this _____ day of _____, 2016.

CALVIN C. REMINGTON,
Interim Chief Probation Officer
County of Los Angeles Probation

PHILIP L. BROWNING, Director
Department of Children and Family
Services

MARVIN SOUTHARD, Director
Department of Mental Health

MICHAEL DANNEKER, Director
Westside Regional Center

GLORIA WONG, Director
Eastern Los Angeles Regional Center

DIANE ANAND, Director
Frank D. Lanterman Regional Center

PATRICIA DEL MONICO, Director
Harbor Regional Center

GEORGE STEVENS, Director
North Los Angeles County Regional
Center

R. KEITH PENMAN, Director
San Gabriel/Pomona Regional Center

DEXTER A. HENDERSON, Director
South Central Los Angeles Regional
Center

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By _____
EDWARD L. HSU
DEPUTY COUNTY COUNSEL

Date